

MC-F-19309
Sub-No. 1

231452
ENTERED
Office of Proceedings
DEC 07 2011
Part of
Public Record

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and City Moving & Storage Company ("Carrier-Agent") with its principal offices at 2309 SW Jefferson, Lawton, OK 73505.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 417174 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense with Wheaton in accordance with its agency policies and procedures

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and La Habra Relocations, Inc. dba Chesapeake Moving & Storage Co. ("Carrier-Agent") with its principal offices at 8040 Castleton Road, Indianapolis, IN 46250.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 71855 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.
- b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best

interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 5th day of December, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.

La Habra Relocations, Inc. dba Chesapeake Moving
& Storage Co.

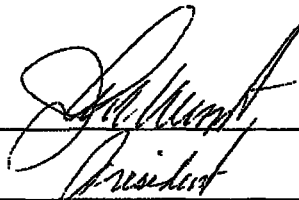
Carrier-Agent

By:



Its: Vice President
Title

By:



Its:

Title

POWER OF ATTORNEY

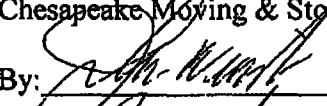
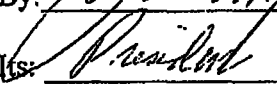
STATE OF INDIANA)
COUNTY OF MARION)

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Carrier-Agent: La Habra Relocations, Inc. dba
Chesapeake Moving & Storage Co.

12-5-11
Date

By: 
Its: 
Title

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and Crown Moving & Storage, Inc. ("Carrier-Agent") with its principal offices at 8040 Castleton Road, Indianapolis, IN 46250.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household goods pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 287481 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.
- b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best

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WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 133500 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.
- b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best

interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 16th day of November, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.

Crown Moving & Storage, Inc. of Illinois
Carrier-Agent

By:



By:



Its: Vice President
Title

Its: PRESIDENT
Title

POWER OF ATTORNEY

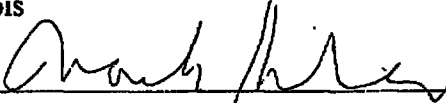
STATE OF INDIANA)
COUNTY OF MARION)

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Carrier-Agent: Crown Moving & Storage, Inc. of Illinois

12/5/11
Date

By: 

Its: PRESIDENT
Title

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and Eureka Van & Storage Co., Inc. ("Carrier-Agent") with its principal offices at 2768 Towerview Road, Herndon, VA 20171.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 149362 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.

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- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 133500 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

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- b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best

interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 16th day of November, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.

Crown Moving & Storage, Inc. of Illinois
Carrier-Agent

By:



By:



Its: Vice President
Title

Its: PRESIDENT
Title

POWER OF ATTORNEY

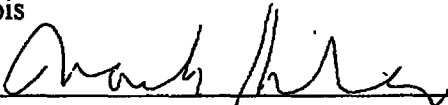
STATE OF INDIANA)
COUNTY OF MARION)

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Carrier-Agent: Crown Moving & Storage, Inc. of Illinois

12/5/11
Date

By: 

Its: PRESIDENT
Title

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and Eureka Van & Storage Co., Inc. ("Carrier-Agent") with its principal offices at 2768 Towerview Road, Herndon, VA 20171.

WITNESSETH;

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- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 149362 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

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c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 17th day of November, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.

Eureka Van & Storage Co., Inc.
Carrier-Agent

By:

Pex Suring

Its: Vice President
Title

By:

Adrien V. Roth

Its:

Vice President

Title

POWER OF ATTORNEY

STATE OF INDIANA)
COUNTY OF MARION)

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Carrier-Agent: Eureka Van & Storage Co., Inc.

11/28/2011
Date

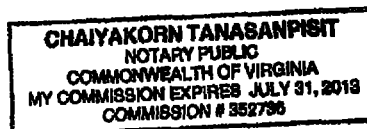
By: [Signature]

Its: Vice President
Title

County of Fairfax, Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 28th day of November, 2011 by

Adrien V. Cote
(Name of person seeking acknowledgment)

[Signature]
Notary Public
Notary registration number: 352736
My commission expires: 07/31/2013



POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and Fishers Transportation, Inc. dba Gulf Coast Van & Storage ("Carrier-Agent") with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 454066 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.
- b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best

interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 5th day of December, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.
Van & Storage

Fishers Transportation, Inc. dba Gulf Coast

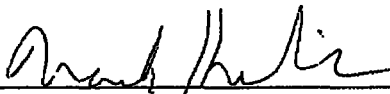
Carrier-Agent

By:



Its: Vice President
Title

By:



Its:

PRESIDENT

Title

POWER OF ATTORNEY

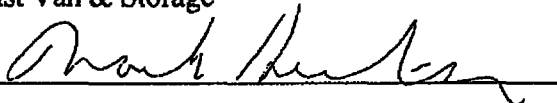
STATE OF INDIANA)
COUNTY OF MARION)

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Carrier-Agent: Fishers Transportation, Inc. dba Gulf Coast Van & Storage

12/5/11
Date

By: 

Its: PRESIDENT
Title

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and Gallea Transfer & Storage ("Carrier-Agent") with its principal offices at 4500 North County Road 45, Owatonna, MN 55060.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 552103 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.

b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 22nd day of November, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.

Gallea Transfer & Storage
Carrier-Agent

By:



By: _____

Its: Vice President
Title

Its: _____
Title

Title

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and Palmcaster Moving & Storage ("Carrier-Agent") with its principal offices at 850 West Ave L-8, Lancaster, CA 93534.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 136036 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.

b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 29th day of November, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.

Palmcaster Moving & Storage
Carrier-Agent

By:

Pex Sany

By:

[Signature]

Its: Vice President
Title

Its:

President

Title

POWER OF ATTORNEY

STATE OF INDIANA)
COUNTY OF MARION)

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Carrier-Agent: Palmcaster Moring & Storage

12/2/2011
Date

By: [Signature]
Its: President
Title

See Attached Document

Jurat

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of Dec
2011 by DENNIS J. FOOTE ~~XX~~

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature] (Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any Jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any Jurat completed in California which does not have such verbiage must have the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions to this law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Signature of the notary public must match the signature on file with the office of the county clerk
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
- Securely attach this document to the signed document

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and Tobin Transportation, Inc. dba Tobin Brothers Moving & Storage ("Carrier-Agent") with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 455582 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.
- b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best

interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 5th day of December, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.

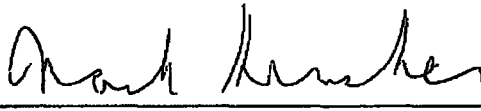
Tobin Transportation, Inc. dba Tobin Brothers
Moving & Storage
Carrier-Agent

By:



Its: Vice President
Title

By:



Its:

PRESIDENT

Title

POWER OF ATTORNEY

STATE OF INDIANA)
COUNTY OF MARION)

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Carrier-Agent: Tobin Transportation, Inc. dba
Tobin Brothers Moving & Storage

12/5/11
Date

By: 

Its: PRESIDENT
Title

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and Universal Relocation Systems, Inc. ("Carrier-Agent") with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250.

WITNESSETH;

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household good pursuant to 49 USC § 14302 upon the approval of the applicable pooling order of the STB;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. 307917 as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures.
- b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best

interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

4. Compensation and Distribution of Revenue

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

5. Miscellaneous Terms and Conditions.

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified TSP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement on the 5th day of December, 2011 to become effective on the date of approval of the Pooling Order of the STB.

Wheaton Van Lines, Inc.

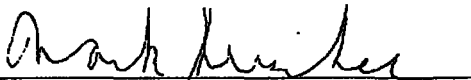
Universal Relocation Systems, Inc.
Carrier-Agent

By:



Its: Vice President
Title

By:



Its:

President

Title

POWER OF ATTORNEY

STATE OF INDIANA)
COUNTY OF MARION)

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Carrier-Agent: Universal Relocation Systems, Inc.

12/5/11
Date

By: Mark Kurash
Its: PRESIDENT
Title